



STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS
DEMA Procurement Office, Building #M5330
5636 East McDowell Road
Phoenix, Arizona 85008-3495.

SOLICITATION NUMBER: Q8-0005

Enclosed Cargo Trailer

SOLICITATION AMENDMENT # One

ISSUE DATE: 06/24/08

AMENDMENT

The following changes, additions, and/or deletions are for the above noted solicitation. All other terms and conditions shall remain the same.

This amendment must be signed and returned with the offer.

This amendment forms a part of the solicitation and Scope of Work and modifies the Scope of Work (Exhibit 1) as follows:

Cargo Trailer - Cargo Mate TB612SA (or equivalent)

1. OVERALL LENGTH 15' 10"
2. OVERALL WIDTH 8'
3. OVERALL HEIGHT 8' 3"
4. INTERIOR LENGTH 12' 7"
5. INTERIOR WIDTH 5' 8"
6. INTERIOR HEIGHT 6' 2"
7. PAYLOAD 1,690#
8. GVWR 2,990# OR BELOW
9. 2" HITCH BALL
10. DOUBLE REAR DOORS WITH CAM BAR (OR EQUIVALENT) LOCK
11. 48" ENTRANCE DOOR ROAD SIDE
12. 48" ENTRANCE DOOR CURB SIDE
13. (2) 6' SHELVES WITH LIP, 24" IN DEPTH CAPABLE OF STOWING (4) 80# 36X24X24 PELICAN CASES, SHELVES SHALL BE POSITIONED 30" ABOVE FINISHED FLOOR (AFF) AND 60" AFF. SHELVES SHALL BE PLACED CURB SIDE FRONT IMMEDIATELY INSIDE THE 48" CURB SIDE DOOR, DOOR BECOMING OUTSIDE ACCESS FOR THE SHELVING. SHALL BE OF ALUMINUM CONSTRUCTION WITH 3/4" PLYWOOD SHELVING DECKING

14. 6' WORK SURFACE AND OVERHEAD CABINET COMBINATION. OVERHEAD CABINET SHALL BE ALUMINUM FRAME CONSTRUCTION CLAD IN ALUMINUM SKIN. WORK SURFACE SHALL BE 3/4" PLYWOOD ALUMINUM SURFACED TOP WITH ALUMINUM SUPPORTING STRUCTURE. THIS COMBINATION SHALL BE POSITIONED TO THE REAR OF THE SHELVES ON THE CURB SIDE
15. (1) 4' FLUORESCENT 110V DOUBLE TUBE FIXTURE UNDER OVERHEAD CABINET
16. (1) 4' FLUORESCENT 110V DOUBLE TUBE FIXTURE COVE MOUNTED, CENTERED, ROAD SIDE
17. (2) RECESSED 500 WATT QUARTZ HALOGEN SCENE LIGHTS
18. 30 AMP ELECTRICAL DISTRIBUTION PANEL WITH 25' LIFE LINE AND CABLE HATCH
19. NONDEDICATED CABLE HATCH
20. (4) 110 VOLT INTERIOR ELECTRICAL OUTLETS
21. (2) 110 VOLT EXTERIOR GFI OUTLETS
22. (3) 12 VOLT INTERIOR LIGHTS WITH WALL SWITCH
23. 12 VOLT QUARTZ LOADING LIGHT CENTERED ON REAR HEADER
24. INTERIOR WALLS CLAD IN ALUMINUM OVER 3/8" PLYWOOD
25. FINISHED CEILING
26. 10' WALL MOUNT RECESSED E-TRACK (OR EQUIVALENT) PLACED 18" AFF
27. 4' FLOOR MOUNT RECESSED E-TRACK (OR EQUIVALENT) PLACED FRONT ROAD SIDE
28. NON POWERED ROOF VENT
29. MAX AIR (OR EQUIVALENT) COVER
30. (2) DROP LEG JACKS AT REAR
31. SWING UP JACK WITH WHEEL
32. Z-TECH (OR EQUIVALENT) UNDERCOATED
33. 16" STONE GUARD AT FRONT
34. .080 ALUMINUM TOP WRAP
35. COLORED ALUMINUM WRAP ON REAR
36. 12 VOLT OUTLET
37. (3) 10' E-TRACK (OR EQUIVALENT) RATCHET STRAPS
38. SEE .JPG FILE Q8-0005 TRAILER EQUIPMENT PLACEMENT DRAWING FOR EQUIPMENT PLACEMENT LOCATION(S).
39. ON ATTACHMENT A – PRICING: REPLACE HAULMARK TRANSPORT DLX, MODEL TS6X12DS2 WITH CARGO MATE TB612SA (OR EQUIVALENT).

40. REVISED QUOTATION **DUE DATE 06/30/08, 2:00 P.M. (ARIZONA TIME).**

END OF AMENDMENT

Name and Title of Procurement Officer	Offeror hereby acknowledges receipt and understanding of this amendment.		
Corry Slama, C.P.M., CPPB Procurement Manager			
	Signature	Date	
	Type/Printed Name		
	Title		
	Company Name		
	Address		
	City	State	Zip Code
As Procurement Officer and not personally	Date		



STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS
DEMA Procurement Office, Building #M5330
5636 East McDowell Road
Phoenix, Arizona 85008-3495.

REQUEST FOR QUOTATION NUMBER: Q8-0005 (NOTE: THIS IS NOT A PURCHASE ORDER)

QUOTATION DUE DATE: 2:00 p.m. (Arizona Time), June 26, 2008

In accordance with the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, competitive sealed [quotations](#) for the material or service specified will be received by the Department of Emergency and Military Affairs, Purchasing and Contracting Office (State), until the date and time cited.

A FAXED OR EMIAL OFFER IS ACCEPTABLE. FAX OFFER TO (602) 267-2576 OR VIA EMAIL TO KARIE.INGLES@AZDEMA.GOV. A hard copy of your offer shall also be mailed to in a timely manner to: AZ DEMA Procurement Office, Attention: Karie Ingles, 5636 E. McDowell Rd., Building #M5330, Phoenix, AZ 85008.

All offers must be in the possession of the Department Procurement Office (State) on, or prior to, the due date and time. Except as provided in the Arizona Procurement Code, late offers will not be considered.

MATERIAL/SERVICE DELIVERY LOCATION: Papago Park Military Reservation, 5636 E. McDowell Rd., Phoenix, AZ 85008

SPECIFICATIONS/SCOPE OF WORK: Furnish all labor, supplies, material, applicable taxes, transportation and services for an: [Enclosed Cargo Trailer](#)

PROCUREMENT RELATED QUESTIONS SHALL BE DIRECTED TO:

BUYER: [Karie Ingles](#); **TELEPHONE:** 602-267-2511; **FAX:** [602-267-2576](#)

TECHNICAL QUESTIONS REGARDING THE SCOPE/STATEMENT OF WORK SHALL BE DIRECTED TO:

[Karie Ingles](#); **TELEPHONE:** [\(602\) 267-2765](#)

SOLICITATION ISSUE DATE: June 20, 2008

It is the responsibility of the bidder submitting an offer to fully understand all terms and conditions referenced in this solicitation. The [award will be made to the lowest, responsive, responsible bidder. Your proposed delivery schedule\(s\) must be indicated in the spaces below.](#) All pricing must be FOB Destination, Freight Pre-Paid. **[Quotations are due at the Department of Emergency & Military Affairs, Purchasing and Contracting Office, 5636 E. McDowell Rd. Bldg. #M5330, Phoenix, AZ 85008-3495 by the due date and time. A FAXED OR EMAIL QUOTE IS ACCEPTABLE. IN ADDITION, A HARDCOPY OF THE OFFER AND APPLICABLE DOCUMENTS SHALL BE MAILED TO THE BUYER'S ATTENTION AT THE ABOVE ADDRESS.](#)**

06/10/08

ATTACHMENT A – PRICING

REQUEST FOR QUOTATION NUMBER: Q8-0005, Enclosed Cargo Trailer

Line Item	QTY	Description	Unit Price	Extended Price	Total Delivered Price (less Sales tax)
1	1	Enclosed Cargo Trailer (Haulmark Transport DLX, Model TS6X12DS2 <u>or equivalent</u>)	\$	\$	\$
2	2	Enclosed Cargo Trailer (Haulmark Transport DLX, Model TS6X12DS2 <u>or equivalent</u>)	\$	\$	\$
3	3	Enclosed Cargo Trailer (Haulmark Transport DLX, Model TS6X12DS2 <u>or equivalent</u>)	\$	\$	\$
4	4	Enclosed Cargo Trailer (Haulmark Transport DLX, Model TS6X12DS2 <u>or equivalent</u>)	\$	\$	\$
5	5	Enclosed Cargo Trailer (Haulmark Transport DLX, Model TS6X12DS2 <u>or equivalent</u>)	\$	\$	\$
	5 or more	Enclosed Cargo Trailer (Haulmark Transport DLX, Model TS6X12DS2 <u>or equivalent</u>)			\$

Applicable Transaction Privilege Tax (Sales Tax) Rate: _____%

Delivery Cost (per trailer): \$ _____

TRAILER BRAND NAME AND MODEL #: _____

DELIVERY SCHEDULE: _____

PAYMENT TERMS: _____

If payment is made within _____ calendar days after acceptance of goods and/or services, the above quoted price, shall be discounted by _____ % (excluding sales tax).

If payment is made by the State of Arizona Purchasing Card (US Bank) program, after acceptance of goods and/or services and an accepted invoice has been provided, the above prices shall be discounted by _____ % (excluding sales tax).

COMPANY NAME: _____

ADDRESS: _____
Street City State and Zip

TELEPHONE: _____ FAX NUMBER: _____

EMAIL: _____

ARIZONA TRANSACTION (SALES) PRIVILEGE TAX LICENSE NO.: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

I hereby certify that I have read, received, understand and agree with all terms and amendments of the request for quotation and that acceptance by the State of Arizona of the Contractor's offer by the issuance of a Purchase Order or Contract will create a binding Contract. Further, I agree to fully comply with all terms and conditions as set forth in the

Arizona Procurement Rules and Regulations, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

Signature

Date

Typed Name and Title

ATTACHMENT B – (Mandatory Submission Requirement)
SMALL, WOMAN-OWNED AND/OR MINORITY-OWNED BUSINESSES CERTIFICATION

Executive Order 2004-29 requires all State of Arizona agencies to track and report solicitations distributed and awarded to Small, Woman-Owned and/or Minority-Owned firms.

A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and employs fewer than 100 employees OR has less than \$4 million in annual sales. To qualify as a minority or women-owned business, the firm must be at least 51% minority or woman owned.

When practical, purchases/contracts less than \$50,000 will be made from small businesses.

When practical, purchases/contracts less than \$50,000 will be made from and/or awarded to small businesses.

CHECK THE APPROPRIATE CLASSIFICATION APPLICABLE TO YOUR FIRM:

<ul style="list-style-type: none"><input type="radio"/> 1.0 Small Business (SB)<input type="radio"/> 2.0 Small Business- African American (SBAA)<input type="radio"/> 3.0 Small Business- Asian (SBA)<input type="radio"/> 4.0 Small Business- Hispanic (SBH)<input type="radio"/> 5.0 Small Business- Native American (SBNA)<input type="radio"/> 6.0 Small Business- Other (SBO)<input type="radio"/> 7.0 Small, Woman Owned Bus. (SWOB)<input type="radio"/> 8.0 Small, Woman Owned Bus.- African American (SWOBAA)<input type="radio"/> 9.0 Small, Woman Owned Bus.- Asian (SWOBA)<input type="radio"/> 10.0 Small, Woman Owned Bus. Hispanic (SWOBH)<input type="radio"/> 11.0 Small, Woman Owned Bus. Native American (SWOBNA)<input type="radio"/> 12.0 Small, Woman Owned Bus. Other (SWOBO)	<ul style="list-style-type: none"><input type="radio"/> 13.0 Woman Owned Business (WOB)<input type="radio"/> 14.0 Woman Owned Bus. African American (WOBAA)<input type="radio"/> 15.0 Woman Owned Bus. Asian (WOBA)<input type="radio"/> 16.0 Woman Owned Bus. Hispanic (WOBH)<input type="radio"/> 17.0 Woman Owned Bus. Native American (WOBNA)<input type="radio"/> 18.0 Woman Owned Bus. Other (WOBO)<input type="radio"/> 19.0 Minority Owned Bus. African American (MAA)<input type="radio"/> 20.0 Minority Owned Bus. Asian (MA)<input type="radio"/> 21.0 Minority Owned Bus. Hispanic (MHA)<input type="radio"/> 22.0 Minority Owned Bus. Native American (NA)<input type="radio"/> 23.0 Minority Owned Bus. Other (MO)
<input type="checkbox"/> 24.00 (NONE) None of these categories is applicable and firm does not qualify as either a Small, Woman, or Minority-Owned firm.	

=====
Company Name: _____

Address: _____

City: _____ State: _____ Zip Code _____

I hereby certify that _____ (Firm/Company Name) ☐ is or ☐ is not (check one) a small business with less than 100 employees and/or less than \$4 million in annual sales.

Signature

Date

I hereby certify that _____ (Firm/Company Name) ☐ is or ☐ is not (check one) a ☐ Minority and/or ☐ Women (check one or both) owned business in accordance with Executive Order 2004-29 issued by Governor Napolitano.

Signature

Date

INSTRUCTIONS TO OFFERORS

1. **Submission.** Each offer shall be signed and received in the Department of Emergency and Military Affairs Procurement Office (State) by the date and time indicated. Erasures, interlineations or other modifications in the offer must be acknowledged (i.e. initialed) by the person signing the offer.
2. **Offer Waiver and Rejection.** Notwithstanding any other provision of this solicitation, the Department expressly reserves the right to:
 - a. Waive any immaterial defect or informality; or
 - b. Reject any or all quotations, or portions thereof, or
 - c. Reissue a Request for quotation/estimate.
3. **Taxes.** The State will pay any applicable State of Arizona transaction privilege tax and any other applicable state or local taxes on the services rendered or products supplied. No payment shall be made for any personal property taxes levied on vendor or any taxes levied on employee's wages. Applicable taxes must be shown separately on any invoice submitted for payment and such sums shall be due and payable to vendor upon delivery. If your firm is claiming a tax exemption, a valid tax exemption certificate (copy) and certificate number must be provided with your quote.
4. **Award of Contract.** Unless the Bidder states otherwise, or unless otherwise provided within this solicitation, the State reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the State.

A response to this solicitation is an offer to contract with the State based upon the terms, conditions and specifications contained herein. An offer does not become a contract unless an authorized procurement officer accepts it in writing.

5. **Americans with Disabilities Act.** People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests for special accommodations must be made seventy-two (72) hours prior to quote due date. If you require accommodations, please contact the Buyer, as stated on the front page of this package.
6. **Incorporation by Reference.** The following documents shall apply to all work under this solicitation and are hereby incorporated herein by reference:
 - a. Uniform Instructions to Offerors (**Version 7.1, Dated 05/01/03**)
 - b. Uniform General Terms and Conditions (**Version 7.0, Dated 05/01/03**)

A copy of these documents can be obtained by visiting the Arizona Department of Emergency and Military Affairs Procurement Office, by calling 602-267-2699 or from the following url:

<http://www.azdoa.gov/spo/procurement-documents/procurement-documents>

7. **Offer Acceptance Period:** Any Offeror submitting an offer under this Solicitation shall hold its offer open for a period of sixty (60) days after the solicitation due date.
8. **Manufacturers Names:** Any Manufacturers names, trade name, brand names or catalogue numbers used in the specifications/Scope of Work are for the purpose of describing and/or establishing a general quality level, design or performance desired. Such references are not intended to limit or be restrictive but are necessary to approximate the quality of design or performance which is desired. Any quote that proposes like quality, design or performance will be considered. If the description of your quote differs in any way, you must give a complete and detailed description of your exceptions to include pictures and literature if necessary. Unless a specific exception is made, the assumption will be that you are quoting exactly as specified in the Request for Quotation.
9. **Descriptive Literature:** All offers must include complete manufacturers descriptive literature regarding items they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this may result in the proposal being rejected.
10. **Contractor License.** Each Offeror must be properly licensed to perform all work covered by this solicitation in accordance with the laws of the State of Arizona. Proof of licensure may be requested by the State prior to

contract award.

11. **Warranty.** The successful Contractor shall warrant all labor and materials for one (1) year from the date of acceptance by the State.
12. **Notice to Proceed.** The Department of Emergency and Military Affairs will issue a written Notice to Proceed or executed Purchase Order for the material or service covered under this agreement. The firm(s) awarded the contract as a result of this solicitation are not authorized to proceed until after having received a signed purchase order or formal written Notice to Proceed.
13. **Completion Time.** The scope of this agreement and/or final delivery shall be completed within thirty (30) calendar days from the date of the Notice To Proceed.
14. **Post Award Conference.** After award of this agreement, the Contractor may be required to participate in a post award meeting for the purpose of ensuring a complete understanding of the requirements of the contract. This meeting will be arranged by the department procurement officer or designated representative.
15. **Insurance.** The State requires a complete and valid Certificate of Insurance prior to the commencement of any service or activity specified in this solicitation. The State will notify the successful contractor(s) of the intent to issue a contract award. The coverages shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations.
16. **Indemnification Clause.** Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

17. **Insurance Requirements.** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$1,000,000 |
| • Products – Completed Operations Aggregate | \$ 500,000 |
| • Personal and Advertising Injury | \$ 500,000 |

- Blanket Contractual Liability – Written and Oral \$ 500,000
- Fire Legal Liability \$25,000
- Each Occurrence \$ 500,000

- a) The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".
- b) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$ 500,000

- a) The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 100,000

- a) Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b) This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

18. Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

- a) The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b) The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- c) Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

19. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the Arizona Department of Emergency and Military Affairs, Attn: Procurement Manager, 5636 E. McDowell Road, Phoenix, AZ 85008-3495, and shall be sent by certified mail, return receipt requested.

20. Acceptability of Insurers. Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the

above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

21. **Verification of Coverage.** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to the Arizona State Department of Emergency and Military Affairs, Attn: Procurement Manager, 5636 E. McDowell Rd., Phoenix, AZ 85008-3495. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.
22. **Subcontractors.** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
23. **Approval.** Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
24. **Exceptions.** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
25. **Termination.** The DEMA Procurement Office reserves the right to terminate this agreement for convenience without penalty or recourse by giving thirty (30) days prior written notice to the Contractor. In the event DEMA exercises this provision, all documents, data, and reports prepared by the Contractor under this agreement shall become the property of the State of Arizona (at the option of the DEMA Procurement Office). The Contractor shall be entitled to receive just and equitable compensation for the work completed to the effective date of the termination.
26. **Arbitration.** After exhausting all applicable administrative review procedures, to the extent required by A.R.S. 12-1518 except as may be required by other applicable statutes, the parties to this agreement shall resolve all disputes arising out of or relating to this agreement through arbitration.
27. **Discounts.** Payment discount periods shall be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date the State's warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more shall be deducted from the quotation price in determining the low quotation. The State shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
28. **Delivery Days.** All deliveries shall be made within thirty (30) days of receipt of a contract or purchase order
29. **Offshore Performance of Work Prohibited.** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in their quotation or proposal.
30. **Federal Immigration Laws, Compliance by State Contractors.** By signing the Offer the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror

shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect find or that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance is the responsibility of the Contractor.

31. **Packing Slip.** Each shipment shall include a packing slip showing the contract number, item, price, purchase order number, and quantity shipped.
32. **Defective Products.** All defective products shall be replaced and exchanged by the contractor within ten (10) days of initial notification. The cost of transportation, unpacking, inspection, repackaging, reshipping or other like expenses shall be borne by the contractor.
33. **Small Business.** In accordance with Executive Order 2004-29 and Rule R2-7-D302.B (Small Business Set Aside) of the Arizona Procurement Code, this request for quotation is restricted to small, woman-owned and/or minority-owned businesses. Businesses qualifying as such must self certify their status as such by filling out and completing ATTACHMENT B (SMALL, WOMAN-OWNED AND/OR MINORITY-OWNED BUSINESSES CERTIFICATION).

EXHIBIT 1 -- SCOPE OF WORK

Haulmark Trailer, Transport DLX, model # TS6X12DS2 (or equivalent)

Anticipated Purchase Quantity: FIVE (5)

- Single Axle
- Curb weight between 1,000 and 2,000 lbs.
- Payload rating at least 1,500 lbs.
- 2" Hitch ball
- Rear Bar-Lock Double Doors
- Side Bar-Lock Door
- 12V Male Connection 4-Way
- Recessed Quartz-Halogen swivel lighting on Exterior, 1 each side
- Interior Florescent lighting wired to wall switch
- Non-powered roof vent
- Generator power receptacle on outside with weatherproof cover
- Four (4) interior 20 Amp outlets
- Two (2) exterior 20 Amp weatherproof outlets
- Weather resistant cable pass-through box
- Aluminum interior walls (smooth, white) with plywood backing
- 12' E-Track (or equivalent) on interior wall (wall with side door)
- 8' Aluminum shelving on wall without door, capable of securing at least eight (8) 32"x22"x16" hard plastic cases
- Swing up jack with wheel